

TRANSFER  
TAX  
PAID

## QUITCLAIM DEED WITH COVENANT

SBC PORT THEATRES CORP., a Maine corporation, successor-in-interest to SBC Waterville Twin Theatres Corp., with an address of c/o Hoyts Cinemas Corporation, One Exeter Plaza, Boston, Massachusetts 02116 ("Grantor"), for consideration paid, grants to FAITH EVANGELICAL FREE CHURCH, of 169 Rice Rips Road, Oakland, Maine ("Grantee") with quitclaim covenants the land and improvements ("Property") in Waterville, Kennebec County, State of Maine, as described on Exhibit A attached hereto and incorporated herein by this reference.

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The grant set forth in this Deed is subject to the encumbrances of record set forth on Exhibit B attached hereto and incorporated herein by this reference, and is conveyed subject to the following restrictive covenant:

Grantee, its heirs and assigns, shall be prohibited from the use of the Property as a motion picture theatre for a period of forty (40) years after the date of execution of this Deed. At all times, Grantee, its heirs and assigns, shall be entitled to the ancillary use of the Property for the non-commercial showing of movies or films in two of the auditoriums, incidental to its primary purpose as a church ministry. The parties acknowledge that there is a risk to Grantor of irreparable injury in the event of a breach of the covenants in this restrictive covenant, and that Grantor will lack a speedy and adequate remedy at law in the event of such breach. Accordingly, in addition to any other right or remedy Grantor may have, Grantor may seek specific performance of this covenant and injunctive relief to prevent any breach thereof, no bond or other security being necessary with respect to such relief. If a court of competent jurisdiction determines that this restrictive covenant is unenforceable with respect to scope, duration, geographic area or any other matter, such court shall be empowered to substitute other enforceable provisions to provide the benefits intended by the covenants in this paragraph.

The foregoing restrictive covenant is made for the benefit of the Grantor, its successors and assigns, and which restrictive covenant imposes a burden on the Property, to which burden every person who now or hereafter owns or acquires any right, title, estate or interest in or to the Property is and shall be conclusively deemed to have consented and agreed, regardless of whether any reference to such is contained in the instrument by which such person acquired such right, title, estate or interest unless and until the same are terminated as provided below. Recordation of this Deed shall constitute the agreement by the Grantee, for itself and its successors and assigns, to be bound by and to comply with this restrictive covenant.

Except as provided below, no amendments, waivers or modifications of the terms and provisions contained in this Deed, and no approvals, consents or waivers by the Grantor under this Deed, shall be valid or binding unless in writing and executed by the party to be bound thereby. the restrictive covenant contained in this Deed may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, only by the written consent of the Grantor and the then owner(s) of the Property. Except as provided below, no termination, extension, modification or amendment shall be effective unless and until a property instrument in writing has been executed and recorded in the real estate records of Kennebec County, State of Maine. Notwithstanding anything to the contrary herein, the foregoing restrictive covenant shall automatically terminate and expire, without any document or recording required, on the fortieth (40<sup>th</sup>) anniversary date of the date of execution of this Deed.

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In the event either party institutes legal proceedings with respect to this Deed or the Property, the prevailing party shall recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceedings including, without limitation, reasonable attorneys' fees.

*In witness whereof*, the said Grantor has caused these presents to be signed, acknowledged and delivered in its name and behalf by Terence P. Moriarty, its President, this 4<sup>th</sup> day of September, in the year 2002.

SBC PORT THEATRES CORP., a Maine corporation, successor in interest to SBC Waterville Twin Theatres Corp.

By: Terence P. Moriarty  
Terence P. Moriarty, President

Date: September 4, 2002

COMMONWEALTH OF MASSACHUSETTS )

)ss.

PROVINCE OF Suffolk )

Then personally appeared the above named Terrence P. Moriarty, President, and acknowledged the foregoing instrument to be the free act and deed of the said SBC PORT THEATRES CORP., a Maine corporation, successor in interest to SBC Waterville Twin Theatres Corp.

Before me,

Jane C. Fluharty  
Notary Public  
Jane C. Fluharty  
Printed Name  
My commission expires September 30, 2005



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## EXHIBIT A

## Legal Description

## PARCEL ONE:

A CERTAIN LOT OR PARCEL OF LAND with the buildings thereon, if any, situate in Waterville, Kennebec County, Maine and bounded and described as follows:

Beginning at the northeasterly corner of land now or formerly of the City of Waterville and running thence easterly on the Oakland Road about six hundred seven and seven-tenths (607.7) feet to land now or formerly of Sadie Baldic; thence southerly on said Sadie Baldic land about one thousand six hundred ninety (1,690) feet to land of said City of Waterville, being a part of the airport; thence westerly on the northerly line of said airport land about seven hundred (700) feet to a corner; thence northerly on the easterly line of said City of Waterville land about one thousand seven hundred three (1,703) feet, more or less, to the point of beginning.

[Said premises are conveyed subject to the restriction contained in deed of Wallace Yaffee, et al. to the Grantor dated May 30, 1967 and recorded with Kennebec Registry of Deeds in Book 1443, Page 536.]

Said premises are further conveyed subject to a pole easement granted by the Grantor to Central Maine Power Company by instrument dated November 20, 1967 recorded with said Deeds.

BEING the same premises described in a deed from Louis Gordon Theatres, Inc. to SBC Waterville Twin Theatres Corp. dated November 7, 1969 and recorded in the Kennebec County Registry of Deeds in Book 1509, Page 37. See also deed recorded in Kennebec County Registry of Deeds in Book 1502, Page 362.

## PARCEL TWO:

A CERTAIN LOT OR PARCEL OF LAND situate in Waterville, Kennebec County, Maine and bounded and described as follows, to wit:

Commencing at an iron pin at a point one hundred twenty (120) feet southwest of the boundary line between the herein grantor and grantee on the edge of Kennedy Memorial Drive, so-called; thence running southwesterly for a distance of two hundred forty (240) feet, more or less, along the northeasterly line of land of the herein grantee to an iron pin; thence southeasterly at right angles for a distance of forty (40) feet, more or less, to an iron pin; thence northeasterly at right angles for a distance of two hundred forty (240') feet, more or less, and parallel with the said southeasterly line of land of the herein grantee to an iron pin; thence northwesterly at right angles for a distance of forty (40') feet, more or less, to the point of beginning.

Meaning and intending to convey a rectangular strip of land consisting of ninety six hundred (9600) square feet along the northwesterly boundary of property owned by the herein-named grantor.

Excepting and reserving from the foregoing conveyance a right of way twenty (20) feet in width and two hundred forty (240) feet in length along the easterly portion of the above described premises which right of way is expressly retained by the herein-named grantor.

BEING the same premises described in a deed from Waterville Osteopathic Hospital, Inc. to SBC Waterville Twin Theatres Corp. dated September 3, 1970 and recorded in the Kennebec County Registry of Deeds in Book 1530, Page 492.

EXCEPTED AND RESERVED from the above described Parcels are those premises described in deed from SBC Waterville Twin Theatres Corp. to Gardiner Savings Institution, FSB dated December 13, 1996 and recorded in the Kennebec County Registry of Deeds in Book 5280, Page 197.

## EXHIBIT B

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## Encumbrances of Record

1. Taxes assessed as of September 9, 2002, which are not yet due and payable, and for subsequent years.
2. Rights and easements granted to Central Maine Power Company in an instrument dated November 20, 1967, and recorded in Book 1458, Page 255.
3. Rights and easements, relating to the installation of wires, lights and equipment and rights to keep the land in the easement area free from any interfering structures in connection with the City of Waterville's Airport located on adjacent property granted to the City of Waterville in an instrument dated April 19, 1979, and recorded in Book 2202, Page 57.
4. Title to that parcel of land and appurtenant rights granted to Gardiner Savings Institution, FSB in an instrument dated December 19, 1996, and recorded in Book 5280, Page 197.
5. Rights and easements (if any) granted by Sadie E. Baldic to Laur-Jed, Inc., dated August 27, 1962 and recorded in Book 1276 Page 487 (Parcel II only).
6. Rights and easements granted to Waterville Sewage District in an instrument dated August 7, 1962, and recorded in Book 1276, Page 489.
7. Rights and easements reserved in Waterville Osteopathic Hospital, Inc. in an instrument dated September 3, 1970, and recorded in Book 1530, Page 492.

RECEIVED KENNEBEC SS.

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ATTEST: *George B. B. B. B.*  
REGISTER OF DEEDS